

OFFICE OF THE UNDER SECRETARY OF DEFENSE

3000 DEFENSE PENTAGON WASHINGTON DC 20301- 3000

NOV 6, 1997

ACQUISITION AND TECHNOLOGY

DP( DAR)

In reply refer to

**DAR Tracking Number 97- 00010**

MEMORANDUM FOR: DIRECTORS OF DEFENSE AGENCIES

DEPUTY FOR ACQUISITION AND BUSINESS, MANAGEMENT

ASN( RD& A)/ ABM

DEPUTY ASSISTANT SECRETARY OF THE AIR FORCE

(CONTRACTING), SAF/ AQC

DEPUTY ASSISTANT SECRETARY OF THE ARMY DEPUTY DIRECTOR (ACQUISITION),  
DEFENSE. LOGISTICS AGENCY

**SUBJECT: Class Deviation-- Evidence of Shipment in Electronic Data Interchange (EDI)  
Transactions**

This supersedes the class deviation issued on July 25, 1997, under DAR Tracking Number 97- 00006,  
subject the same.

Effective immediately, all military departments and defense agencies shall use the attached clause in lieu  
of the clause at Federal Acquisition Regulation (FAR) 52.247- 48, F. o. b. Destination-- Evidence of  
Shipment. This class deviation eliminates current barriers to full implementation of ED1 transactions  
and streamlines the payment process when supplies are purchased f. o. b. destination, but inspection and  
acceptance will be at origin.

This class deviation is approved for a 2- year period, ending November 30, 1999, or until the FAR is  
revised, whichever event occurs first.

Eleanor R. Spector

Director, Defense Procurement

Attachment

cc: DSMC, Ft. Belvoir

## **PART 52 -- SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

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### **52.247- 48 F. o. b. Destination-- Evidence of Shipment.**

As prescribed in 47.305- 4( c), insert the following clause:

99-5-K

64-10, FAR ~~47~~ 47  
Broughton  
26 April 99

Posted  
21 May 99 C.J

## F. O. B. DESTINATION-- EVIDENCE OF SHIPMENT (JUL 1995) (DEVIATION)

(a) If this contract is awarded on a f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.

(1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.

(2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or

(3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.

(b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

(End, of clause)

\* \* \* \* \*

99-5-K

Posted  
21 May 99  
CJ